

Janusz Aleksander Ordoover

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PUBLICATIONS:

A. Journal Articles

"The 1992 Agency Horizontal Merger Guidelines and the Department of Justice's Approach to Bank Merger Analysis," with M. Guerin-Calvert, Antitrust Bulletin, vol. 37, no. 3, 667-688; reprinted in Proceedings of the 1992 Conference on Bank Structure and Competition: Credit Markets in Transition, Federal Reserve Bank of Chicago, 1992, 541-560.

"Entry Analysis Under the 1992 Horizontal Merger Guidelines," with Jonathan B. Baker, Antitrust Law Journal, vol. 61, no. 1, Summer 1992, 139-146.

"Economics and the 1992 Merger Guidelines: A Brief Survey," with Robert D. Willig, Review of Industrial Organization, forthcoming 1993. Reprinted in E. Fox and J. Halverson (eds.), Collaborations Among Competitors (Antitrust Policy and Economics), American Bar Association, 1992, 639-652.

"Equilibrium Vertical Foreclosure: A Reply," with G. Saloner and S.C. Salop, American Economic Review, vol. 82, no. 3, 1992, 698-703.

"A Patent System for Both Diffusion and Exclusion," Journal of Economic Perspectives, vol. 5, Winter 1991, 43-60.

"R&D Cooperation and Competition," with M. Katz, Brookings Papers on Economic Activity: Microeconomics, 1990, 137-203.

"Equilibrium Vertical Foreclosure," with G. Saloner and S. Salop, American Economic Review, vol. 80, March 1990, 127-142.

"Antitrust Policy for High-Technology Industries," with W.J. Baumol, Oxford Review of Economic Policy, vol. 4, Winter 1988, 13-34. Reprinted in E. Fox and J. Halverson (eds.), Collaborations Among Competitors: Antitrust Policy and Economics, American Bar Association, 1991, 949-984.

"Conflicts of Jurisdiction: Antitrust and Industrial Policy," Law and Contemporary Problems, vol. 50, Summer 1987, 165-178.

"Market Structure and Optimal Management Organization," with C. Bull, Rand Journal of Economics, vol. 18, no. 4, Winter 1987, 480-91.

"A Sequential Concession Game with Asymmetric Information," with A. Rubinstein, Quarterly Journal of Economics vol. 101, no.4, November 1986, 879-88.

"The G.M.-Toyota Joint Venture: An Economic Assessment," with C. Shapiro, Wayne Law Journal, vol. 31, no. 4, 1985, 1167-94.

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PUBLICATIONS: (continued)

A. Journal Articles - (continued)

"Economic Foundations and Considerations in Protecting Industrial and Intellectual Property: An Introduction," ABA Antitrust Law Journal, vol. 53, no. 3, 1985. 503-518, Comments 523-532.

"Antitrust for High-Technology Industries: Assessing Research Joint Ventures and Mergers," with R.D. Willig, Journal of Law and Economics, vol. 28, May 1985, 311-334.

"Use of Antitrust to Subvert Competition," with W.J. Baumol, 28, Journal of Law and Economics, May 1985, 247-266. Reprinted in Journal of Reprints for Antitrust Law and Economics, vol. 16, no. 2.

"Advances in Supervision Technology and Economic Welfare: A General Equilibrium Analysis," with C. Shapiro, Journal of Public Economic, vol. 25/3, 1985, 371-390.

"Predatory Systems Rivalry: A Reply," with A.O. Sykes and R.D. Willig, 83 Columbia Law Review, June 1983, 1150-1166. Reprinted in Corporate Counsel's Annual-1984 edition, Matthew Bender & Company, 1984, 433-450.

"The 1982 Department of Justice Merger Guidelines: An Economic Assessment," with R.D. Willig, 71 California Law Review, March 1983, 535-574. Reprinted in Antitrust Policy in Transition: The Convergence of Law and Economics, E. Fox and J. Halverson (eds.), American Bar Association Press, 1984, 267-304.

"Unfair International Trade Practices," with A. Sykes and R.D. Willig, 15 Journal of International Law and Politics, Winter 1983, 323-338.

"On Non-linear Pricing of Inputs," with J. Panzar, International Economic Review, October 1982, 659-675.

"Herfindahl Concentration, Rivalry and Mergers," with A. Sykes and R.D. Willig, Harvard Law Review, vol. 95, June 1982, 1857-75.

"A Reply to 'Journals as Shared Goods: Comment,'" with R.D. Willig, American Economic Review, June 1982, 603-607.

"Proposed Revisions to the Justice Department's Merger Guidelines," with S. Edwards, et al., Columbia Law Review, vol. 81, December 1981, 1543-91.

"An Economic Definition of Predation: Pricing and Product Innovation," with R.D. Willig, Yale Law Journal, vol. 91, November 1981, 8-53.

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PUBLICATIONS: (continued)

A. Journal Articles - (continued)

"On the Consequences of Costly Litigation in the Model of Single Activity Accidents: Some New Results," Journal of Legal Studies, June 1981, 269-291.

"On the Political Sustainability of Taxes," with A. Schotter, American Economic Review Papers and Proceedings, May 1981, 278-282.

"On the Political Sustainability of Taxes," with A. Schotter, American Economic Review Papers and Proceedings, May 1981, 278-282.

"Information and the Law: Evaluating Legal Restrictions on Competitive Contracts," with A. Weiss, American Economic Review Papers and Proceedings, May 1981, 399-404.

"Redistributing Incomes: Ex Ante or Ex Post," Economic Inquiry, April 1981, 333-349.

"On the Nonexistence of Pareto Superior Outlay Schedules," with J. Panzar, The Bell Journal of Economics, Spring 1980, 351-354.

"The Role of Information in the Design of Public Policy Towards Externalities," with R.D. Willig, Journal of Public Economics, December 1979, 271-299.

"On the Concept of Optimal Taxation in the Overlapping-Generations Model of Efficient Growth," with E.S. Phelps, Journal of Public Economics, August 1979, 1-27.

"Products Liability in Markets With Heterogeneous Consumers," Journal of Legal Studies, June 1979, 505-525.

"Costly Litigation and the Tort Law: Single Activity Accidents," Journal of Legal Studies, June 1978, 243-261.

"On the Optimal Provision of Journals Qua Excludable Public Goods," with R.D. Willig, American Economic Review, June 1978, 324-338.

"Distortionary Wage Differentials in a Two-Sector Growth Model: Some Theorems on Factor Earnings," International Economic Review, June 1978, 321-333.

"On the Optimality of Public-Goods Pricing with Exclusion Devices," with W.J. Baumol, Kyklos, Fasc. 1, 1977, 5-21.

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PUBLICATIONS: (continued)

A. Journal Articles - (continued)

"Public Good Properties in Reality: The Case of Scientific Journals," with W.J. Baumol, Proceedings of the ASIS Meetings, San Francisco, October 1976.

"Merger Illusions and Externalities: A Note," with A. Schotter, Eastern Economic Review, November 1976, 19-21.

"Distributive Justice and Optimal Taxation of Wages and Interest in a Growing Economy, Journal of Public Economics, January 1976, 139-160.

"Linear Taxation of Wealth and Wages for Intragenerational Lifetime Justice: Some Steady-State Cases," with E.S. Phelps, American Economic Review, September 1975, 660-673.

B. Books

Proceedings of the Tenth Annual Telecommunications Policy Research Conference, editor with O. Gandy and P. Espinosa, ABLEX Publishers, 1983.

Welfare Economics: Readings, editor with W.J. Baumol, Edward Elgar Publishing Ltd., (forthcoming).

C. Book Chapters

"Competition Policies for Natural Monopolies in a Developing Market Economy," with Russell Pittman, Butterworths Trade and Finance in Central and Eastern Europe, Butterworth Law Publishers Ltd., 1993, 78-88; reprinted in Journal for Shareholders (published by the Russian Union of Shareholder), Moscow, January 1993; Versenyfelugyeleti Ertasito (Bulletin of Competition Supervision), Budapest, vol. 3, no. 1-2, January 1993, 30-41; Narodni Hospodarstvi (National Economy), Prague, forthcoming; and USA: Politics, Economics, Ideology, forthcoming.

"Antitrust: Source of Dynamic and Static Inefficiencies?" with W.J. Baumol, in T. Jorde and D. Teece (eds.), Antitrust, Innovation, and Competitiveness, Oxford University Press, 1992, 82-97.

"Economic Foundations of Competition Policy: A Review of Recent Contributions," in W. Comanor, et al., Competition Policy in Europe and North America: Economic Issues and Institutions, Fundamentals of Pure and Applied Economics (Vol. 43), Harwood Academic Publishers, 1990, 7-42.

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PUBLICATIONS: (continued)

C. Book Chapters - (continued)

"The Department of Justice 1988 Guidelines for International Operations: An Economic Assessment," with A.O. Sykes, in B. Hawk (ed.), European/American Antitrust and Trade Laws, Matthew Bender, 1989, 4.1-4.18.

"Predation, Monopolization, and Antitrust," with G. Saloner, in R. Schmalensee and R.D. Willig (eds.), Handbook of Industrial Organization, vol. 1, North Holland, 1989, 538-596.

"Supervision Technology, Firm Structure, and Employees' Welfare," in Prices, Competition and Equilibrium, M. Peston and R.E. Quandt (eds.), Philip Allan Publishers, Ltd., 1986, 142-163.

"Perspectives on Mergers and World Competition," with R.D. Willig, in Antitrust and Regulation, R. Grieson (ed.), Lexington Books, 1986, 201-218.

"Transnational Antitrust and Economics," in Antitrust and Trade Policies in International Trade, B. Hawk (ed.), Matthew Bender, 1985, 233-248.

"Pricing of Interexchange Access: Some Thoughts on the Third Report and Order in FCC Docket No. 78-72," in Proceedings of the Eleventh Annual Telecommunications Policy Research Conference, Vincent Mosco (ed.), ABLEX Publishers, 1984, 145-161.

"Non-Price Anticompetitive Behavior by Dominant Firms Toward the Producers of Complementary Products," with A.O. Sykes and R.D. Willig, in Antitrust and Regulation: Essays in Memory of John McGowan, F. Fisher (ed.), MIT Press, 1985, 315-330.

"Local Telephone Pricing in a Competitive Environment," with R.D. Willig, in Regulating New Telecommunication Networks, E. Noam (ed.), Harcourt Brace Jovanovich, 1983, 267-289.

"An Economic Definition of Predatory Product Innovation," with R.D. Willig, in Strategy, Predation and Antitrust Analysis, S. Salop (ed.), Federal Trade Commission, 1981, 301-396.

"Marginal Cost," in Encyclopedia of Economics, D. Greenwald (ed.), McGraw-Hill, 1981, 627-630.

"Understanding Economic Justice: Some Recent Development in Pure and Applied Welfare Economics," in Economic Perspectives, M. Ballabon (ed.), Harwood Academic Publishers, Vol. 1, 1979, 51-72.

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PUBLICATIONS: (continued)

C. Book Chapters - (continued)

"Problems of Political Equilibrium in the Soviet Proposals for a European Security Conference," in Columbia Essays in International Affairs, Andrew W. Cordier (ed.) Columbia University Press, New York, 1971, 1951-1974.

OTHER PUBLICATIONS:

"Poland: The First 1,000 Days and Beyond," Economic Times, vol. 3, no. 9, October 1992, 6-7.

"Interview: Janusz A. Ordover," Antitrust Magazine (A Merger of Standards? The 1992 Merger Guidelines), vol. 6, no. 3, Summer 1992, 12-16.

"Voluntary Export Restraints and Trade Cartels: Implications for Trade and Competition Policy," with L. Goldberg, Report WD 90/1, Committee on Competition Law and Policy, OECD, Paris, July 1992.

"Interview: U.S. Justice Department's New Chief Economist: Janusz A. Ordover," International Merger Law, No. 14, October 1991.

"Poland: Economy in Transition," Business Economics, vol. 26, no. 1, January 1991, 25-30.

"Economic Analysis of Section 337: Protectionism versus Protection of Intellectual Property," with R.D. Willig, in Technology, Trade and World Competition, JEIDA Conference Proceedings, Washington, D.C., 1990, 199-232.

"Eastern Europe Needs Antitrust Now," with E. Fox, New York Law Journal, November 23, 1990, 1-4.

"Understanding Econometric Methods of Market Definition," with D. Wall, Antitrust, Vol. 3, No. 3, Summer 1989, 20-25.

"Proving Entry Barriers: A Practical Guide to Economics of Entry," with D. Wall, Antitrust, Vol. 2, No. 2, Winter 1988, 12-17.

"Proving Predation After Monfort and Matsushita: What the New 'New Learning' has to Offer," with D. Wall, Antitrust, Vol. 1, No. 3, Summer 1987, 5-11.

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OTHER PUBLICATIONS: (continued)

"The Costs of the Tort System," with A. Schotter, Economic Policy Paper No. PP-42, New York University, March 1986. Reprinted in Congressional Record, U.S. Government Printing House, Washington, D.C., 1987.

"An Economic Definition of Predation: Pricing and Product Innovation," with R.D. Willig, Report for the Federal Trade Commission, October 1982, pp. 131.

"Market Power and Market Definition," with R.D. Willig, Memorandum for ABA Section 7 Clayton Act Committee, Project on Revising the Merger Guidelines, May 1981.

"Herfindahl Concentration Index," with R.D. Willig, Memorandum for ABA Section 7 Clayton Act Committee, Project on Revising the Merger Guidelines, March 1981.

"Public Interest Pricing of Scientific and Technical Information," Report for the Department of Commerce Technical Advisory Board, September 1979.

"Economics of Property Rights as Applied to Computer Software and Databases," with Y.M. Braunstein, D.M. Fischer, W.J. Baumol, prepared for the National Commission on New Technological Uses of Copyrighted Works, June 1977, pp. 140. Reprinted in part in Technology and Copyright, R.H. Dreyfuss (ed.), Lemond Publications, 1978.

Book Review of O. Morgenstern and G.L. Thompson, Economic Theory of Expanding and Contracting Economies, Southern Economic Journal, September 1978.

"Manual of Pricing and Cost Determination for Organizations Engaged in Dissemination of Knowledge," with W.J. Baumol, Y.M. Braunstein, D.M. Fischer, prepared for the Division of Science Information, NSF April 1977, p. 150.

"Management Error and the Optimal Structure of the Firm: A Decision - Theoretic Approach," with C. Bull, mimeographed, May 1985.

UNPUBLISHED PAPERS:

"Economics, Antitrust and the Motion Picture Industry," C.V. Starr Center Policy Paper, July 1983.

"On Bargaining, Settling, and Litigating: A Problem in Multiperiod Games With Imperfect Information," with A. Rubinstein, C.V. Starr Working Paper, December 1982.

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"Supervision and Social Welfare: An Expository Example," C.V. Starr Center Working Paper, January 1982.

"Should We Take Rights Seriously: Economic Analysis of the Family Education Rights Act," with M. Manove, November 1977.

"An Echo or a Choice: Product Variety Under Monopolistic Competition," with A. Weiss; presented at the Bell Laboratories Conference on Market Structures, February 1977.

GRANTS RECEIVED:

Regulation and Policy Analysis Program, National Science Foundation, Collaborative Research on Antitrust Policy, Principal Investigator, July 15, 1985 - December 31, 1986.

Regulation of Economic Activity Program, National Science Foundation, Microeconomic Analysis of Antitrust Policy, Principal Investigator, April 1, 1983 - March 31, 1984.

Economics Division of the National Science Foundation, "Political Economy of Taxation," Principal Investigator, Summer 1982.

Sloan Workshop in Applied Microeconomics (coordinator), with W.J. Baumol (Principal Coordinator), September 1977 - August 1982.

Economics Division of the National Science Foundation, "Collaborative Research on the Theory of Optimal Taxation and Tax Reform," July 1979 to September 1980, (with E.S. Phelps).

Division of Science Information of the National Science Foundation for Research on "Scale Economies and Public Goods Properties of Information," W.J. Baumol, Y.M. Braunstein, M.I. Nadiri, Fall 1974 to Fall 1977.

N.S.F. Institutional Grant to New York University for Research on Taxation and Distribution of Income, Summer 1974.

PROOF OF SERVICE

I am a citizen of the United States, over 18 years of age, not a party to this action and employed in San Francisco, California at Three Embarcadero Center, San Francisco, California 94111. I am readily familiar with the practice of this office for collection and processing of correspondence for mail//Federal Express, and they are deposited that same day in the ordinary course of business.

Today I served the attached:

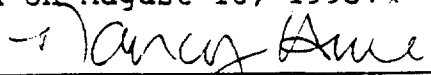
AMENDED DECLARATION OF JANUSZ A. ORDOVER
on the following by mail//Federal Express in sealed envelope(s), as respectively noted, with all fees prepaid at San Francisco, California, addressed as follows:

Gary E. Cripe, Esq. (Federal Express)
Cripe & Graham
2436 North Euclid Avenue, Suite 5
Upland, California 91786

Timothy J. Buchanan, Esq.
Dietrich, Glasrud & Jones
5250 North Palm Avenue, Suite 402
Fresno, California 93704

Steven M. McClean, Esq.
Thomas, Snell, Jamison, Russell
& Asperger
2445 Capital Street
P.O. Box 1461
Fresno, California 93716

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on August 16, 1993..



Nancy Hine

PP 93-21

1 McCUTCHEN, DOYLE, BROWN & ENERSEN
2 JOHN N. HAUSER, State Bar No. 24010
3 DANIEL M. WALL, State Bar No. 102580
4 FRANK M. HINMAN, State Bar No. 157402
Three Embarcadero Center
San Francisco, California 94111
Telephone: (415) 393-2000

5 Attorneys for Defendant
6 The Pacific-10 Conference

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CLERK, U. S. DIST. COURT
Eastern District of California
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OFFICE OF SECRETARY
(MAY 12 1994)

7
8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

10 PAPPAS TELECASTING, INC. a)
11 California corporation, and as)
12 Public Trustee,)
13)
14 Plaintiff,)
15)
16 v.)
17)
18 PRIME TICKET NETWORK, a California)
19 Limited Partnership, CVN, INC.,)
The PACIFIC-10 CONFERENCE,)
a California non-profit association,)
CAPITAL CITIES/ABC, INC.,)
a New York corporation, and DOES 1)
through 20, inclusive,)
20 Defendants.)

No. CV-F 92-5589-OWN
DECLARATION OF JAMES LIVENGOOD

RECEIVED - CLERK
14440-7
AUG 17 '93
Dates to be Entered
By: [Signature]
This information, whose initials appear below, has reviewed applicable court rules, and has verified that the rules are correct.

21 I, James Livengood, declare:

22 1. I am the Athletic Director at Washington State University, a
23 member of the Pacific-10 Conference. I have personal knowledge of the matters
24 set forth below and, if called, could and would testify competently to them.

25 2. One of my duties as Athletic Director is to oversee the
26 arrangements for televising WSU home football games. WSU home games are

1 sometimes telecast live nationally or regionally on either ABC or Prime Ticket
2 Network (PTN), pursuant to those companies' contracts with the Pac-10. Based
3 on my understanding of those contracts, when a WSU home game is not selected
4 for telecast on ABC or PTN, WSU is free to arrange for the game to be
5 televised on a live or delayed basis, so long as the telecast does not
6 conflict with the games selected by ABC and PTN. WSU often televises its
7 games locally on a delayed basis, which is quite common when a team has a
8 strong local following. In addition, 75 to 80% of the requests we receive
9 from visiting teams to televise games in their local areas are for delayed
10 telecasts.

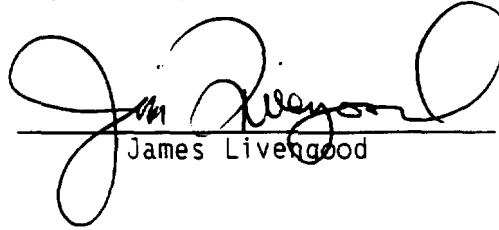
11 3. WSU was scheduled to play a home football game against Fresno
12 State University ("FSU") on September 14, 1991. On January 20, 1988 Gary
13 Cunningham, FSU's Athletic Director, and I signed a football game contract
14 concerning that game, a true and correct copy of which is attached as
15 Exhibit A. That contract provided that WSU would make available adequate
16 facilities to allow one live radio broadcast and one delayed telecast. The
17 contract also required my prior written consent if FSU wished to arrange for a
18 live telecast of the game. FSU did not request, nor did I ever grant, such
19 written consent.

20 4. I was not directly involved in the communications in June of
21 1991 between Scott Johnson, the assistant athletic director for communications
22 at FSU, and Harold Gibson, WSU's assistant athletic director, relating to the
23 telecast of that game. Nor did I communicate with anyone else on that
24 subject, since signing the contract mentioned above, until late August, when
25 it came to my attention through Harold Gibson, WSU's Associate Athletic
26 Director, that FSU may have believed the telecast was to be live. I called

1 Gary Cunningham, who is a longtime friend, and told him that no live telecast
2 was possible at 2:00 p.m., the time the game was scheduled to begin. Although
3 the Pac-10's contracts do not preclude it, to move the start time would have
4 required further negotiations between WSU and FSU. By late August, there was
5 not enough time to conduct such negotiations prior to the game. In addition,
6 a large number of tickets had been sold for the game, and there wasn't time to
7 notify fans, many of whom travel long distances to attend the games, of a
8 change in the kickoff time.

9 I declare under penalty of perjury and the laws of the State of
10 California that the above is true and correct.

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12 Dated: July 26, 1993

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James Livenood

/ EXHIBIT A



FRESNO STATE UNIVERSITY

Department of Athletics
Fresno State University
Fresno, CA 93740
(209) 294-2644

FOOTBALL GAME CONTRACT

THIS AGREEMENT, made and entered into this 20th day of January, 1988, by and between FRESNO STATE UNIVERSITY and WASHINGTON STATE UNIVERSITY.

WITNESSETH THAT, for and in consideration of the mutual promises and covenants of the parties hereto, as follows:

1. FRESNO STATE UNIVERSITY will hereinafter be referred to as the Visiting Institution, WASHINGTON STATE UNIVERSITY will hereinafter be referred to as the Host Institution.
2. The varsity football team of the Host Institution shall meet the varsity football team of the Visiting Institution in a game of football on Saturday, September 14, 1991, in Pullman, Washington.
3. Both institutions shall be governed in all respects, including the eligibility of team members, by the rules of the NCAA and/or the conferences of the respective institutions.
4. The officials who shall be in charge of the playing of the game shall be assigned by the commissioner of the home team's conference.
5. Guarantee for the Visiting Institution shall be \$75,000.00.
6. The parties hereto understand and agree that the other party has entered into or may enter contractual arrangements with other parties for the radio broadcast and delayed telecasting in its home area of the football contest played hereunder. Host Institution agrees to provide to the Visiting Institution, at no cost, adequate facilities at the contest site to originate one (1) live radio broadcast and one (1) delayed telecast so as to enable Visiting Institution to fulfill its contractual obligations in connection with the sale of radio broadcasts and delayed telecasts rights. The parties agree, however, that Host Institution shall not be required to make any alteration to or expansion of existing broadcast facilities at the contest site for the purposes of this Agreement. The parties hereto further agree that no broadcasting facility located in the home area of the Visiting Institution will be permitted to use the broadcast facilities of the contest site without the prior written consent of the director of athletics of Visiting Institution.


Host Institution and Visiting Institution hereby agree that the telecaster(s) which have the right to telecast, on a simultaneous live basis, the football game of Host Institution shall have the rights to the live telecast of the contest covered by this Agreement. Any live telecast by Host Institution's telecaster of the contest covered by this Agreement may conflict with any telecast of a football game telecast by the telecaster(s) which have the rights to telecast games played by Visiting Institution or other member institutions of the conference of which Visiting Institution is a member (if Visiting Institution is the member of any such conference).

Upon the prior written consent of the director of athletics of Host Institution, provided that it is anticipated the director of athletics of Host Institution will comply with the provisions of existing contracts between Host Institution and other telecasters or between the conference of which Host Institution is a member and other telecasters, Visiting Institution may make arrangements for the live telecast of the contest to be played hereunder.

7. Mutual complimentary tickets shall be issued by the Host Institution to newspapers, radio stations, television stations, game officials, and all other people whose work benefits both parties to this contract. The value of these tickets will not be included in net receipts.
8. A full game report and financial settlement shall be made by the Host Institution to the Visiting Institution by February 1st following the game date.
9. The Visiting Institution shall receive 300 complimentary reserved seat tickets for this game; the value of these tickets will not be included in net receipts.
10. This contract shall be void in the event that it becomes impossible to play the said football game for the reason of fire, flood, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority, or prohibitory or injunctive orders of any competent judicial or other governmental authority, civil or military.
11. Either party failing to comply with the conditions of this contract, for any reason other than those contained in Article 10, either by cancellation or failure to appear, shall forfeit money in the amount of \$20,000.00 unless such cancellation shall be by mutual consent, in which case this agreement shall be null and void.

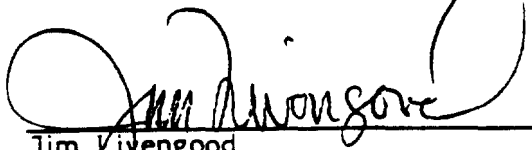
IN WITNESS THEREOF, this contract has been executed in duplicate by each of the parties hereto, through its representative thereunto duly authorized on the day and year first written above.

FRESNO STATE UNIVERSITY



Gary A. Cunningham
Director of Athletics

WASHINGTON STATE UNIVERSITY



Jim Livengood
Director of Athletics

COPY

McCUTCHEN, DOYLE, BROWN & ENERSEN
JOHN N. HAUSER, State Bar No. 24010
DANIEL M. WALL, State Bar No. 102580
FRANK M. HINMAN, State Bar No. 157402
Three Embarcadero Center
San Francisco, California 94111
Telephone: (415) 393-2000

Attorneys for Defendant
The Pacific-10 Conference

ORIGINAL
FILED
AUG 16 1993
CLERK, U. S. DIST. COURT
Eastern District of California

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

PAPPAS TELECASTING, INC. a
California corporation, and as
Public Trustee,

Plaintiff,

v.

PRIME TICKET NETWORK, a California
Limited Partnership, CVN, INC.,
The PACIFIC-10 CONFERENCE,
a California non-profit association,
CAPITAL CITIES/ABC, INC.,
a New York corporation, and DOES 1
through 20, inclusive,

Defendants.

No. CV-F 92-5589-OWW

DECLARATION OF HAROLD GIBSON

RECEIVED - CALENDAR
14440-7
AUG 17 '93
Dates to be Entered
<u>0</u>
By: <u>am</u>
As attorney, whose initials appear below, has reviewed applicable court rules, and has verified that the rules are correct.

I, Harold Gibson, declare:

1. I am the Associate Athletic Director of Washington State
University. I have personal knowledge of the matters set forth below, except
those matters stated on information and belief, and, if called, could and
would testify competently to them.

/ / /

1 2. One of my duties as Associate Athletic Director is to make
2 arrangements for televising WSU home football games. On September 14, 1991
3 WSU was scheduled to play a home game against Fresno State University
4 ("FSU"). In June 1991, Scott Johnson, FSU's Assistant Athletic Director for
5 Communications called me to arrange for the game to be televised by KMPH in
6 the Fresno area. I believed that Johnson intended to arrange for a delayed
7 telecast because he never mentioned a live telecast. In addition, WSU
8 receives three or four requests for delayed telecasts for every request for a
9 live telecast. For this reason, I assumed that Johnson's request also
10 contemplated a delayed telecast. In any event, I never intended to agree to
11 anything but a delayed telecast.

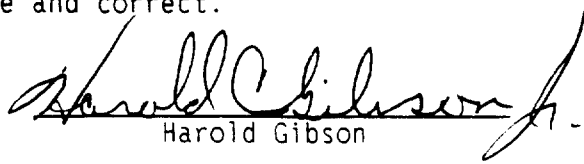
12 3. In late June 1991 I received a letter from Scott Johnson dated
13 June 26, 1991 concerning the telecast of the September 14 game, a true and
14 correct copy of which is attached as Exhibit A. The letter did not mention
15 anything about a live telecast. In fact, I had no reason to believe that
16 Johnson contemplated a live telecast until late August 1991, when I got a call
17 from the Pac-10, asking if WSU had agreed to a live telecast. I told them we
18 had not, and mentioned the apparent misunderstanding to Jim Livengood, WSU's
19 Athletic Director. On information and belief, Livengood called Gary
20 Cunningham, FSU's Athletic Director to discuss the miscommunication between
21 our schools. I heard nothing more about the situation until after the present
22 lawsuit was filed.

23 3. Scott Johnson was the only person with whom I communicated
24 concerning the telecast of the September 14, 1991 game. Specifically, I never
25 spoke with anyone from KMPH concerning the telecast.

26 / / /

1 I declare under penalty of perjury and the laws of the State of
2 California that the above is true and correct.

3 Dated: July __, 1993


Harold Gibson

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FRESNO STATE UNIVERSITY

Sports Information

5305 N. Campus Drive, Rm. 153 • Fresno, California 93740-0027 • (209) 278-2509 • Fax: (209) 278-4651
Scott Johnson, Director

Harold Gibson, Assoc. A.D.
Washington State University
107 Bohler Gym
Pullman, WA 99164-1610

6-26-91

Dear Harold:

This letter is to confirm our previous conversation and to thank you for granting permission to televise the football game between our two institutions on September 14, 1991.

We appreciate your cooperation in not charging any rights fees as we will reciprocate in future games at our facility. Mr. Howard Zuckerman is the producer of our telecasts this year as he will be in touch with you for necessary arrangements to be made for the telecast.

Thanks again and best wishes.

Sincerely,

Scott Johnson
Asst. A.D. Communications

Jim Livengood (A.D.)

Exhibit "A"

COPY

1 McCUTCHEN, DOYLE, BROWN & ENERSEN
2 JOHN N. HAUSER, State Bar No. 24010
3 DANIEL M. WALL, State Bar No. 102580
4 FRANK M. HINMAN, State Bar No. 157402
5 Three Embarcadero Center
6 San Francisco, California 94111
7 Telephone: (415) 393-2000

8 Attorneys for Defendant
9 The Pacific-10 Conference

ORIGINAL
FILED
AUG 16 1993
CLERK, U. S. DIST. COURT
Eastern District of California

10 UNITED STATES DISTRICT COURT
11 EASTERN DISTRICT OF CALIFORNIA

12 PAPPAS TELECASTING, INC. a
13 California corporation, and as
14 Public Trustee,

15 Plaintiff,

16 v.

17 PRIME TICKET NETWORK, a California
18 Limited Partnership, CVN, INC.,
19 The PACIFIC-10 CONFERENCE,
20 a California non-profit association,
21 CAPITAL CITIES/ABC, INC.,
22 a New York corporation, and DOES 1
23 through 20, inclusive,

24 Defendants.

No. CV-F 92-5589-OWW

DECLARATION OF DUTCH BAUGHMAN

RECEIVED - CALENDAR
14440 - 7
AUG 17 '93
Dates to be Entered
<i>[Signature]</i>
By <i>[Signature]</i>
The attorney, whose initials appear hereon, has reviewed the applicable court rules, and has verified that the rules are correct.

25 I, Dutch Baughman, declare:

26 1. I am the Athletic Director at Oregon State University, a member of the Pacific-10 Conference. I have personal knowledge of the matters set forth below and, if called, could and would testify competently to them.

2. One of my duties as Athletic Director is to oversee the arrangements for televising OSU home football games. OSU home games are

1 sometimes telecast live nationally or regionally on either ABC or Prime Ticket
2 Network (PTN), pursuant to those companies' contracts with the Pac-10. It is
3 my understanding that when an OSU home game is not selected for telecast on
4 ABC or PTN, OSU is free to arrange for the game to be televised on a live or
5 delayed basis, so long as the telecast does not conflict with the games
6 selected by ABC and PTN. OSU often televises its home games locally on a
7 delayed basis, which is quite common when a team has a strong local
8 following. In addition, most of the requests we receive from visiting teams
9 to televise games in their local areas are for delayed telecasts.

10 3. OSU was scheduled to play a home football game against Fresno
11 State University ("FSU") on September 21, 1991. I was not directly involved
12 in the communications in June of 1991 between Scott Johnson, the Assistant
13 Athletic Director for Communications at FSU, and Mike Corwin, OSU's Assistant
14 Athletic Director, relating to the telecast of that game. Nor did I
15 communicate with anyone else on that subject until a few days before the game
16 was to be played when Gary Cunningham, FSU's Athletic Director, called me to
17 ask whether the kickoff could be moved from 5:00, when it was originally
18 scheduled. I told him that it was too late to change the kickoff time,
19 because a large number of tickets had been sold, and there wasn't time to
20 notify fans, many of whom travel long distances to attend the games. Had we
21 known in June that FSU wished to arrange for a live telecast, it may have been
22 possible to change the kickoff to accommodate that wish. The decision whether
23 to change the kickoff would have been OSU's alone and would not have involved
24 the Pac-10 or any other party.

25 / / /

26 / / /

1 I declare under penalty of perjury and the laws of the State of
2 California that the above is true and correct.

3 Dated: July 27, 1993

Dutch Baughman
Dutch Baughman

PP 93-21

COPY

RECEIVED

MAY 12 1994

ORIGINAL
FILED

AUG 16 1993

CLERK, U. S. DIST. COURT
Eastern District of California

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

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Attorneys for Defendant
The Pacific-10 Conference

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

PAPPAS TELECASTING, INC. a
California corporation, and as
Public Trustee,

Plaintiff,

v.

PRIME TICKET NETWORK, a California
Limited Partnership, CVN, INC.,
The PACIFIC-10 CONFERENCE,
a California non-profit association,
CAPITAL CITIES/ABC, INC.,
a New York corporation, and DOES 1
through 20, inclusive,

Defendants.

No. CV-F 92-5589-OWW

DECLARATION OF HAL E. COWAN

RECEIVED - CALENDAR
1444C - 7
AUG 17 '93
Dates to be Entered
<u> </u>
<u> </u>
<u> </u>
By <u>dm</u>
The attorney, whose initials appear above, has reviewed applicable court rules, has verified that the dates are correct.

I, Hal E. Cowan, declare:

1. I am the Sports Information Director at Oregon State University,
a member of the Pacific-10 Conference. I have held that position for 18
years. I have personal knowledge of the matters set forth below, except
matters stated on information and belief, and, if called, could and would
testify competently to them.

1 2. One of my duties as Sports Information Director is to work with
2 producers in charge of televising OSU home football games to help them
3 coordinate their telecasts. In mid-August, 1991 I received from Howard
4 Zuckerman, KMPH's producer, a "detail" of the proposed telecast of the game
5 between OSU and Fresno State University on September 21, 1991, specifying the
6 logistics of the telecast, including timing and the crew and facilities
7 needed. Although I no longer have a copy of the detail, I have seen a copy of
8 a detail dated August 15, 1991 which Zuckerman sent to Rod Commons, Sports
9 Information Director at Washington State University. Except for the game
10 dates, the detail of the FSU-WSU game is substantively identical to the detail
11 of the FSU-OSU game. The detail I received indicated to me that KMPH planned
12 to do a live telecast. After conferring with Mike Corwin, OSU's Assistant
13 Athletic Director, I called Zuckerman and told him that a live telecast was
14 not possible at 5:00 p.m., when the game was scheduled. On information
15 Director and belief, Zuckerman passed this information on to Scott Johnson,
16 the Assistant Athletic Director for Communications at Fresno State
17 University. I spoke to Johnson shortly thereafter, and pointed out to him
18 that his letter to Mike Corwin said nothing about a live telecast, and that
19 one was not possible at the time the game was scheduled.

20 3. I have seen the June 26, 1991 letter from Scott Johnson to Mike
21 Corwin. That letter is inconsistent with an agreement for a live telecast,
22 which would have to be very detailed. On the other hand, Johnson's letter is
23 entirely consistent with an agreement for a delayed telecast, which would be
24 much less formal.

25 / / /